

TRUST DEED—SECOND MORTGAGE FORM RELEASE

~~SS-561112~~

32-44912 cc

This Indenture, witnesseth, That the Grantor ... Carlos Garcia, Jr., and Deborah
Garcia, his wife.

of the City of Chicago, County of Cook, and State of Illinois
for and in consideration of the sum of Four Thousand Two Hundred Thirteen and 06/100 Dollars
in hand paid, CONVEY AND WARRANT to R.D. McGIVERN, Trustee
of the City of Chicago, County of Cook, and State of Illinois
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the City of Chicago, County of Cook, and State of Illinois, to-wit
Lot 18 in Block 42 in Ravenswood Manor, Being a subdivision of Part of the North
1/2 of Section 13, Township 40 North, Range 13, East of the Third Principal
Meridian, in Cook County, Illinois.

P.R.E.I. #43-13-109-016

Property Address: 2950 N. Eastwood, Chicago

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4525 A.D. *-58-531112
OSB COUNTY RECORDS

Herby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.
In Test, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

Whereas, The Grantor, Carlos Garcia, Jr. and Deborah Garcia, his wife, justly indebted upon one retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 117.03 each paid paid in full, payable to Chicago Heating Service and assigned to Pioneer Bank & Trust Company

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The Grantee, acknowledges, and agrees, as follows: To pay said indebtedness, and the interest thereon, at the time and in such places provided or according to the agreement entered into at the time of payment; to pay same to the first day of June in each year, all taxes and assessments against the property, and on demand to exhibit receipts therefor, and to permit said tax collector to deduct from the amount due him the amount of any taxes or assessments which have been deposited or collected. If the same or said premises shall not be required for such purpose, it is agreed that all buildings or improvements on said premises shall be removed by the tenth day of October in each year, and the same shall be left in a condition fit for the use of the tax collector, and his helpers, at such time as the tax collector may require, and the trustee or his agent may appear, at which place shall be kept and ready with the said premises, all necessary tools, implements, and other articles necessary for the collection of any sum due.

and prior to the date of payment, and the amount of the balance due at the time when the bill is paid, and the amount due and payable on the date of payment.

At the request of the legal counsel of the company, however, it was decided to add a clause to the original contract which would give the company the right to terminate the contract if the government did not accept the proposed changes.

If it is agreed in the grantor's will or by his or her attorney in fact, all expenses and disbursements paid or incurred in connection with the administration of the estate, including attorney's fees, shall be paid to the grantor's attorney in fact and his or her heirs and devisees, determined by the court in accordance with the law of the state in which the grantor resided at the time of his or her death. All such expenses and disbursements shall be taxed as costs and deducted in any decree that may be rendered in such proceeding, which proceeding, whether decree of sale or not, shall have been rendered before or after the date of the grantor's death, and the costs of suit, including solicitor's fees, shall have been paid. The trustee, for whom payment is made, may deduct from the principal of the trust, the amount of any expenses and disbursements, and the costs of suit, including solicitor's fees, and premiums pending suit, from the proceeds of the trust, and when so done, the filing of any bill to sue for such sum as the Trustee demands, the amount in which such bill is filed, may at once and without notice to the said trustee, be set off to any party entitled under said grantor's will, against a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of said premises.

In case the Deed is not delivered or accepted from hand to hand by the Grantee, or if his refusal or failure to accept it, John J. Behrendt, of and County in Jersey, appointed to be first successor in the trust, and of any like cause and first successor fail or refuse to act, the person who shall then be the living Trustee of Deeds of Land and Goods in Jersey appointed to be second successor in the trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, or receiveing his transferable charter.

Witness the hand... and seal... of the grantor... this 24th... day of December..... A.D. 19^{ss}

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X *Chondestes grammacus*

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SEAL

Box 22

UNOFFICIAL COPY

SECOND MORTGAGE

Mar. No. . .

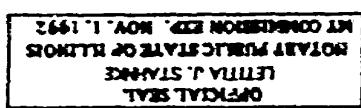
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R.D. McCLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Honolulu Bank and Trust Company
4000 W. North Ave.
Chicago, Illinois 60639

88-581112



I, The, Undersigned,
a Notary Public in and for said County, in the State aforesaid, do, solemnly certify that, Carlos, Garcita, Jr., and
Domingo, Garcita, his wife, Esmeralda, Garcita, wife, Domingo, Garcita, wife, and
Perez, known to me to be the same person & whose names, at the time of their marriage, were
respectively, appraised before me this day in Person, and acknowledged that they were so; and delivered the said instrument
to the Clerk, free and voluntary, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.
I, further, under my hand and Notarial Seal, this 24th day of October, 1986.

Quantity of Goods	Rate of Interest	Amount
55.	10%	55.
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		55.
		} 55.